

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

KAG SPECIALTY PRODUCTS	:	CIVIL CASE NO.
GROUP, LLC.,	:	
Plaintiff,	:	
	:	
VS.	:	
	:	
XPRESS NATURAL GAS LLC,	:	
Defendant.	:	JANUARY 28, 2022

**COMPLAINT**

Plaintiff KAG Specialty Products Group, LLC by way of Compliant against Defendant Xpress Natural Gas, LLC (“Xpress”) states as follows:

**PARTIES**

1. Plaintiff KAG Specialty Products, LLC (“KAG”) is a limited liability corporation organized under the laws of Delaware, and with a principal place of business at 4377 Mt. Pleasant St., NW, North Canton, OH 44720. KAG is in the business of, among other things, transporting natural gas to distributors.

2. Defendant Xpress Natural Gas, LLC (“XNG”) is a limited liability company organized under the laws of Delaware, and with a principal place of business at 300 Brickstone Square, Suite 1005, Andover, Massachusetts. XNG is in the business of purchasing natural gas, transporting that natural gas through companies such as KAG, and selling that natural gas to consumers.

**JURISDICTION AND VENUE**

3. Jurisdiction is based on diversity of citizenship under 28 U.S.C. § 1332.
4. The amount in controversy is in excess of \$75,000.

5. The Federal Court for the District of Massachusetts is the proper venue as XNG has a principal place of business in Massachusetts and part of the contract was performed in Massachusetts.

**FACTUAL BACKGROUND**

6. On or about November 30, 2020, KAG and XNG entered into a Dedicated Transportation Agreement (the “Agreement”) applicable to deliveries between December 15, 2020 and March 31, 2021. A true and correct copy of the Dedicated Transportation Agreement is attached hereto as **Exhibit A**.

7. Under the terms of the Agreement, charges not paid by XNG bear interest at the rate of one and one-half percent per month and collection fees of twenty-five percent. Pursuant to the Agreement, KAG began transporting natural gas as requested by XNG and delivering such natural gas as directed by XNG.

8. KAG submitted invoices to XNG for such deliveries.

9. Despite receiving such invoices, XNG has failed, neglected, and/or refused to pay for all or some of such invoices. A true and correct copy of the invoices is attached hereto as **Exhibit B**.

10. XNG has failed, neglected, and/or refused to pay for the amount owed for services rendered.

11. XNG is indebted to KAG in the amount of \$318,298.84 together with interest, attorneys’ fees, and costs.

**COUNT I**  
**(BREACH OF CONTRACT)**

12. KAG repeats, restate and realleges the allegations of Paragraphs 1 to 11 as if fully set forth herein.

13. Under Article 5A of the Agreement, XNG was required to make payments to KAG for transportation services.

14. Under Article 5B of the Agreement, XNG was to make payments for services within twenty-eight (28) days after receipt of each invoice.

15. KAG fulfilled its obligations under the Agreement by delivering natural gas to XNG's facility in Andover, Massachusetts and as set forth in the attached invoices.

16. XNG failed to make payments after the receipt of invoices from KAG, which totaled \$318,298.84.

17. Through its failure and refusal to remit payment of the invoices, XNG breached the Agreement.

18. XNG's failure to pay the invoices caused KAG to suffer damages in the amount of \$318,298.84 together with interest, attorneys' fees, and costs.

**COUNT II**  
**(QUANTUM MERUIT)**

19. KAG repeats, restates and realleges the allegations of Paragraphs 1 to 18 as if fully set forth herein.

20. KAG conferred a benefit on the XNG when it transported natural gas, pursuant to the Agreement, to XNG's Andover facility.

21. XNG accepted KAG's services with reasonable expectation of compensating KAG.

22. KAG delivered natural gas to XNG's Andover facility and as set forth in the attached invoices with the expectation of being compensated for its services.

23. XNG failed to pay for the benefit conferred by KAG, which caused KAG to suffer damages in the amount of \$318,294.84 together with interest, attorney's fees, and costs.

**COUNT III**  
**(ACCOUNT STATED)**

24. KAG repeats, restates and realleges the allegations of Paragraphs 1 to 23 as if fully set forth herein.

25. KAG has demanded that XNG pay the outstanding debt owed pursuant to the Agreement.

26. XNG has accepted the outstanding debt as correct and never disputed the amount owed under the Agreement.

27. By failing to dispute the outstanding debt, XNG accepted the amount due as accurate.

28. XNG failed to pay the outstanding debt which has caused KAG damages in the amount of \$318,294.84 together with interest, attorney's fees, and costs.

WHEREFORE, the plaintiff, KAG Specialty Groups, Inc., requests the following relief:

1. Money damages;
2. Reasonable attorneys' fees;
3. Costs;
4. Interest; and,
5. Any other relief that the Court deems fair, just, and equitable.

Dated: January 31, 2022

Respectfully submitted,  
KAG Specialty Products Group, LLC

By its attorneys,

/s/ William J. Egan

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